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Attorneys for  
FORD MOTOR CREDIT COMPANY LLC

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF HAWAII

In re	)	CASE NO. 09-01102
	)	(Chapter 13)
MICHAEL ALLAN CAIN and	)	
ELDRED LEIMOMI CAIN,	)	<u>HEARING</u>
	)	Date: July 16, 2009
Debtors.	)	Time: 9:40 a.m.
	)	Judge: The Honorable Robert J. Faris

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**STATEMENT RE DEBTORS' SECOND AMENDED  
CHAPTER 13 PLAN FILED ON JUNE 26, 2009; EXHIBIT "A"**

FORD MOTOR CREDIT COMPANY LLC ("FMCC"), by and through its attorneys, Ashford & Wriston A Limited Liability Law Partnership LLP, submits its statement regarding Debtors' Second Amended Chapter 13 Plan filed herein on June 26, 2009 (the "Plan"). Debtors' proposed Plan lists FMCC's claim with

respect to its lienholder interest in that certain 2008 Ford Edge, VIN 2FMDK38C28BA43756 (“Secured Automobile”) as a Class 4 claim but does not list the maturity date. According to the Credit Sale Contract – Motor Vehicle dated August 20, 2008 (“Contract”) (attached hereto as Exhibit “A”) for the Secured Automobile, the maturity date and final payment due under the Contract is September 4, 2014.

DATED: Honolulu, Hawaii; July 2, 2009.

/s/ Miranda Tsai

MIRANDA TSAI

CONNIE CHOW

Attorneys for

FORD MOTOR CREDIT COMPANY

LLC

Buyer Name or Business Name (if different from Seller's Name) and Mailing Address (if different from Seller's Address) (including County and Zip Code) <b>RICHARD A. CAIN</b> <b>5310 B IRROQUOIS AVE</b> <b>EAU BEACH HI 96706</b> <b>HONOLULU</b>	Co-Buyer Name or Business Name (if different from Buyer's Name) and Mailing Address (if different from Buyer's Address) (including County and Zip Code) <b>ELDRED E. CAIN</b> <b>5310 B IRROQUOIS AVE</b> <b>EAU BEACH HI 96706</b> <b>HONOLULU</b>	Credit Seller Name and Address <b>CUTTER FORD, INC.</b> <b>39415 KAMEHAMEHA HWY</b> <b>AIKEN, HI 96701</b>
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this Contract, you agree to buy the vehicle on credit under the terms and conditions on the front and back of this Contract. You agree to pay the Creditor, Seller, and the holder of the Contract (sometimes "we" or "us" in this Contract) the Amount Financed and Finance Charge in U.S. funds according to Your Payment Schedule below. We will give the Finance Charge on a daily basis. The Federal Truth-In-Lending Disclosures below are part of this Contract.

Year	Make and Model	Vehicle Identification Number	Primary Use for Which Purchased
2008	FORD EDGE	2FMDK3BC28BA43756	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
0.00 %	0.00 %	\$ 37730.54	\$ 37730.54	\$ 41730.54

Your Payment Schedule With Us:		When Payments Are Due
Number of Payments	Amount of Payments	
72	\$24.41	Monthly beginning 10/04/2008
		Due on 09/04/2014

Later Charges, if payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5% of the part of the payment that is late, whichever is less.

Prepayment. If you pay off at your dealer early you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this Contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price including Accessories	\$ 35690.00
2. Sales Inspection Fee Paid to Seller	\$ N/A
3. Other	\$ N/A
4. Other	\$ N/A
5. Other	\$ N/A
6. Other	\$ N/A
7. Other	\$ 1687.54
8. Other Tax	\$ N/A
Total Cash Price (A through H)	\$ 37277.54

2. Total Downpayment	
Total = 2003 FORD EXPLORER	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 4000.00
Less Pay Off Made By Seller	\$ 4000.00
Equals Net Trade-In (Indicate if negative amount)	\$ N/A
+ Cash	\$ N/A
+ Dealer Rebate	\$ N/A
+ Manufacturer Rebate	\$ N/A
+ Other	\$ N/A
Total Downpayment	\$ 4000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 33277.54

4. Other Charges including Amounts Paid to Others on Your Behalf

A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies	
Life	\$ N/A
Disability	\$ N/A
B. Vendor's Single Interest Insurance	
Paid to Insurance Company	\$ N/A
Optional Gap Contract	\$ 695.00
Official Fees Paid to Government Agencies	\$ N/A
Government Fees Not Included in Cash Price	\$ N/A
Government License and/or Registration Fees	\$ N/A
LICENSE FEE	\$ 222.70
C. Government Collection ALTA Fee	
Other Charges (Seller must identify who is paid and describe payment)	\$ N/A
to N/A for Pre Pay Credit or Lease Balance	\$ N/A
to Seller for Dealer Fee for prepayment	\$ 250.00
to PREPAYMENT for VEN SERV CONT	\$ 1395.00
to FORD MOTOR CO for PP MAINT	\$ 1290.00
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
to N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 4462.70
Amount Financed (3 + 4)	\$ 37730.54

OPTIONAL GAP CONTRACT: A gap contract (also called collision contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this Contract.

Term 72 Mos. MDS, INC. Name of Gap Contract

I want to buy a gap contract.

Buyer Signs: *Richard A. Cain* *Eldred E. Cain*

Co-Buyer Signs: \_\_\_\_\_

THIS VEHICLE SOLD "AS IS". YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES, EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING.

Buyer Signs: \_\_\_\_\_

Co-Buyer Signs: \_\_\_\_\_

HOW THIS CONTRACT CAN BE CHANGED: This Contract contains the entire agreement between you and us relating to this Contract. No other promises or promises made in writing and we must sign it. No oral promises are binding. Buyer Signs: *Richard A. Cain* *Eldred E. Cain* Co-Buyer Signs: \_\_\_\_\_

If any part of this Contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this Contract without losing them.

Insurance. You may buy the physical damage insurance (see back) from anyone you choose who is acceptable to us. However, you can't get a through us. You are not required to buy any other insurance to obtain credit. Unless the dealer indicates Vendor's Single Interest Insurance is required, a creditable below your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below policies or sample rates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Credit Life \$ N/A N/A

Credit Disability \$ N/A N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the dealer is shown in item 4C of the Itemization of Amount Financed. Credit life insurance is based on your age and Payment Schedule. This insurance may not pay all you owe on this Contract if you make late payments. Credit disability insurance does not cover any increase in your payments or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is stated below.

Signature of Buyer Purchasing Coverage \_\_\_\_\_ Date \_\_\_\_\_

Signature of Co-Buyer Purchasing Coverage \_\_\_\_\_ Date \_\_\_\_\_

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. IT DOES NOT MEET THE REQUIREMENTS FOR PROOF OF FINANCIAL RESPONSIBILITY UNDER HAWAIIAN LAW.

Returned Check Charge: You agree to pay a charge of up to \$ 30.00 on the late payment if any check you give us is dishonored.

SERVICE CONTRACT (Optional): By making below, you request a Service Contract with the following company for the term shown below. The cost is shown in item 4C of the Itemization of Amount Financed.

Company: PREPAYMENT

Term: The first 75000

Buyer's name: \_\_\_\_\_ Date: 100.00

Seller's Right to Cancel: If Buyer and Co-Buyer sign here, and if Seller is unable to deliver the Contract to a financial institution, the provisions of the Seller's Right to Cancel section on the back will apply.

Signature of Seller: *Richard A. Cain*

Signature of Co-Buyer: \_\_\_\_\_

VENDOR'S SINGLE INTEREST INSURANCE (VSI) insurance is the preceding line. If checked, the Creditor requires VSI insurance for the entire term of the contract to protect the Creditor for loss or damage to the vehicle. This VSI insurance is not the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the entire term of this contract.

- [illegible]

**ARBITRATION CLAUSES**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statutes or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, affiliates, or assigns, which arises out of or in connection to your credit application, purchase or condition of this vehicle, this Contract or any resulting transaction or relationship (including, but not limited to, those with third parties who do not sign this Contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. This Arbitration Clause shall not apply to any claim or dispute arising from a personal injury or death claim. Any claim or dispute may have to be arbitrated a class action, but by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You agree to arbitrate any and all claims or disputes that may arise out of or in connection to this Contract. **FORUM:** Box 50181, Miami, FL 33405-0181 ([www.aiaa.com](http://www.aiaa.com)) or [arbitration@nbaa.com](mailto:arbitration@nbaa.com), 338 Madison Ave., Floor 10, New York, NY 10017-4805 ([www.aiaa.com](http://www.aiaa.com)) or any other organization that you may choose. **ARBITRATION:** **BOUNDARY** **ARBITRATION**